IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.3459 OF 2005
IN
SUIT NO.3058 OF 2005

Canara Bank ...Plaintiffs
vs.
Ashok R. Pandey and Another ...Defendants

Mr.Rafiq Peer Mohideen i/b Singhania & Co. for the Plaintiffs

CORAM: A.S.OKA,J.
DATE : SEPTEMBER 28,2007

P.C.:

1. The learned counsel appearing for the plaintiffs in support of the notice of motion states that the notice of motion has been duly served to the first and second defendants and affidavit of service has been filed. Statement is accepted.

2. According to the case of the plaintiff-bank, housing loan was advanced by the plaintiff-bank to the first defendant. According to the case of the plaintiff, a flat for which the housing loan was granted was mortgaged in favour of the plaintiff by way of security for repayment of the loan. The suit is filed for recovery of the loan amount of Rs.4,94,746/- together with interest. Reliefs have been claimed in respect of mortgage in respect of the flat in question.

3. On 1st December 2005, ad-interim order was passed by this court granting prayer clause (a) excluding the bracketed portion. This court directed that the first defendant should be appointed as an agent of the Court Receiver on usual terms

and conditions subject to first defendant agreeing to act as an agent.

4. The defendants are absent. No reply has been filed by the defendants. Therefore, ad-interim order passed on 1st December 2005 deserves to be continued.

5. Hence, I pass the following order ;

i) Notice of Motion is made absolute in terms of prayer clause (a) excluding the bracketed portion starting from the words "including power' till the words "the claim".

ii) The Court Receiver, High Court, Bombay shall appoint the first defendant as his agent of the suit land on usual terms and conditions obviously subject to the said defendant agreeing to act as his agent. In case the first defendant declines to act as agent of the Court Receiver, it will be open for the plaintiffs to apply for further interim relief or further directions to the Court Receiver.

iii) Till the Court Receiver takes the formal possession of the suit flat, there will be an interim order in terms of the prayer clause (b) of the notice of motion.

iv) The Court Receiver and the parties to act upon an authenticated copy of this order.

JUDGE